



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

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Second District

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Michael D. Antonovich
Fifth District

June 5, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RENEWAL AGREEMENT WITH EL CAMINO COMMUNITY
COLLEGE DISTRICT TO AFFILIATE WITH THE LOS ANGELES
COUNTY'S PARAMEDIC TRAINING INSTITUTE**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign the attached renewal agreement (Exhibit I), with El Camino Community College District for the continued affiliation with the Los Angeles County's Paramedic Training Institute Program, effective July 1, 2003 through June 30, 2008, at no additional cost to the Department of Health Services.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving this action the Board is authorizing the Director of Health Services, or his designee, to sign a renewal agreement with El Camino Community College District (ECCD) for the continued affiliation between the County's Paramedic Training Institute (PTI) Program and ECCD. This action will offset the cost of education thereby: 1) maintains low tuition costs for students in the Program; 2) offers college credits for successful program completion; and 3) allows for the training of 152 potential paramedics a year. The agreement is effective from July 1, 2003 through June 30, 2008, at no additional cost to the Department of Health Services.

Existing County policy and procedures require timely submission of contracts for Board approval. However, this request for approval of an agreement was not scheduled for placement on the Board's agenda prior to its effective date because of the large volume of the end of the Fiscal Year contracts requiring Board action.

FISCAL IMPACT/FINANCING:

There is no net County cost associated with this agreement.

The County shall receive 55% of the State apportionment, or \$4,077 per student plus the \$885 DHS fee for books and materials, resulting in a cost of \$4,962 per student. The combined amounts offset the Department's cost of the program. Program costs are not expected to vary from year-to-year. The annual projections are as follows:

Total Revenue:	\$754,000
Program Cost:	\$754,000
Net Cost to County:	\$ 0

Funding is included in FY 2003-04 CAO Proposed Budget and future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since the inception of the County's advanced life support (paramedic) program in 1969, the Department through its Paramedic Training Institute (PTI) has provided paramedic training to private and public agencies in the County, including the Los Angeles County Fire Department and 27 municipal fire departments and safety agencies. This program is one of the oldest and most respected training program in the Country.

Paramedic Training consists of nearly 1,100 hours of training over a five-month period. Training entails ten weeks of classroom and laboratory modules ranging from basic anatomy through advanced cardiac life support and trauma care at a County facility; four weeks of hospital clinical internship; and at least eight weeks of field internship on a paramedic rescue unit. PTI training is furnished by County-provided qualified physicians and registered nursing instructors in compliance with applicable State regulations.

In 1987, the Board approved a recommendation to implement fees intended to offset a portion of the training costs. On December 12, 1995, the Board approved the initial agreement with ECCD, which along with a student fee for books, materials and facility usage, made funding available to offset the Department's program costs by 100%.

On June 20, 2000, the Board approved Amendment No. 1 to the ECCD agreement to increase the percentage of funding received from 48% of all Full-time Equivalent Students (FTES) to 55% to ensure the Department's program cost were offset.

Under the agreement, all students trained through the program enroll at the ECCD. Through the affiliation, enrollment in the paramedic training program includes community college students, however, fire department and other public safety agencies will continue to have priority enrollment.

Standard provisions customarily contained in County service agreements are omitted in this agreement because this affiliation is non-service related.

Attachment A provides additional information.

The Honorable Board of Supervisors
June 5, 2003
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County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS:

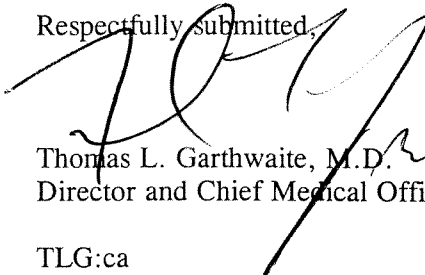
Approval of this agreement replaces the Agreement adopted December 12, 1995, effective July 1, 2003 and will continue through June 30, 2008, unless the desire of either party desires written notice to the other to terminate the agreement not less than 60 days prior to the close of a school year (June 30th). The notice of termination shall not affect students currently enrolled in the program.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This Agreement will allow for the continuation of quality experience and education of paramedic students enrolled in the PTI. The training of paramedics will continue to be offset financially, tuition of students will be kept as low as possible, benefitting all parties concerned, students (including County Fire Department employees) will receive college credits toward a degree, and private students will have the opportunity to master a job skill to enhance their likelihood of employment.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ca

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Director, Emergency Medical Services
Emergency Medical Services Commission
Auditor-Controller

BLETCD2893.CBA
cba:05/01/03

SUMMARY OF AGREEMENTS

1. **TYPE OF SERVICE:**

Education Program for Paramedic students.

2. **CONTACT PERSONS:**

El Camino Community College District
16007 Crenshaw Boulevard
Torrance, California 90506
Attention: Janet, Clarke, Director of Purchasing and Business Services
Telephone: (310) 660-3374/FAX (310) 660-3378

3. **TERM OF AGREEMENT:**

The term of the Agreement is effective from July 1, 2003, through June 30, 2008.

4. **FINANCIAL INFORMATION:**

No net County costs.

5. **ACCOUNTABLE FOR PROGRAM MONITORING:**

Local EMS Agency.

6. **APPROVALS:**

Local EMS Agency:
Carol S. Gunter, Acting Director

Contracts and Grants Division:
Riley J. Austin, Acting Chief

County Counsel (approval as to use):
Edward A. Morrissey, Deputy County Counsel

BLETCDD2893.CBA
cba:05/01/03

CONTRACT # _____

PARAMEDIC TRAINING PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and EL CAMINO COMMUNITY COLLEGE
DISTRICT(hereafter "District").

WHEREAS, County is authorized to conduct a paramedic
training program under California Health & Safety Code section
1797.213; and

WHEREAS, County desires to provide paramedic training to
employees of public safety agencies and private students through
District's Fire and Emergency Technology Division; and

WHEREAS, County's paramedic training program meets all
requirements of the law of the State of California; and

WHEREAS, because County is responsible for providing certain
components of the training and coordination of the program, it
will receive a portion of the State funding provided to the
District for paramedic students enrolled in the District courses
of instruction.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of the agreement shall commence on July
1, 2003 and shall continue in full force and effect to and
including June 30, 2008.

In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by giving at least sixty (60) calendar days prior written notice thereof to the other party prior to the close of a school year (June 30th). Such notice of termination shall not affect students currently enrolled in the program.

Notwithstanding any other provision of this Agreement, County shall not be obligated for District's performance hereunder or by any provision of this Agreement during any of County's future July-June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were so appropriated. Director shall notify District in writing of such non-allocation of funds at the earliest possible date.

2. DESCRIPTION OF SERVICES AND RESPONSIBILITIES:

District and County agree to provide services as described hereinbelow:

A. Responsibilities of District:

1. Conduct, through County, approved paramedic training courses under its Industry and Technology Division, to satisfy Health and Safety

Code requirements for paramedic licensure and to meet the needs of approved emergency services provider agencies.

2. Ensure compliance with all appropriate Title V and Education Code requirements to ensure these courses are completely eligible for maximum State apportionment.

3. Provide a coordinator, collect fees, register students, appoint designated County staff as District instructors, and perform other appropriate support services to adequately manage and control its course offerings.

4. Evaluate the quality of instruction to ensure it meets the needs of the students.

5. Give appropriate units of credit for successful completion of each course of instruction.

6. Be responsible for providing workers compensation and professional malpractice insurance coverage of those students enrolled in the classes who are not employed by public safety agencies (See Paragraph 8, Insurance).

7. Accept, recognize, and adhere to County's established policies and procedures concerning

student academic performance and discipline.

8. Establish, in cooperation with and satisfactory to the County, required written agreements with hospitals for the purpose of providing supervised clinical experience as per Title 22, California Code of Regulations requirements for students.

9. Establish, in cooperation with County, required written agreements with paramedic service providers to provide field internship, as required by Title 22, California Code of Regulations, for students not employed by public safety agencies.

10. Provide information, upon request of Director of County's Department of Health Services, or his designee, or State's Emergency Medical Services Authority, regarding student registration and other data which may be required to appropriately license the student as a paramedic.

B. Responsibility of County:

1. Furnish facilities and instructional services at its Paramedic Training Institute (PTI) for the conduct of training classes.

2. Provide qualified instructors, lecturers,

equipment, materials, day-to-day management support, and all related overhead necessary to conduct the program.

3. Be responsible for grading students and for taking appropriate disciplinary action for deficient academic performance or for violation of PTI rules, in accordance with State and County regulations, and policies.

4. Issue a course completion record to each student who has successfully completed the training program.

5. Cooperate with District to ensure that all instructional personnel, equipment, and materials used in this program conform to all Title 22, California Code of Regulations requirements governing instructional programs for paramedics.

6. Provide all required course completion information to State licensing agencies regarding students.

7. Maintain accreditation as an approved paramedic training program under pertinent provisions of the Health and Safety Code and Title 22, California Code of Regulations.

3. ADMINISTRATION: The Director of County's Department of

Health Services, or his authorized designee (hereafter jointly referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. District shall designate a person who shall have the authority to administer this Agreement on behalf of District.

4. PAYMENT OF SERVICES:

A. District shall reimburse County for the use of County's PTI and instructional services provided, as follows:

A sum equal to 55% of all Full-Time Equivalent Students ("FTES") as that term is defined in the California Association of Community College Registrars and Admissions Officers, "Student Attendance Accounting Manual". See Subsection C, infra.

B. District shall pay for County service under this program, on appropriate County invoices for each year following within ninety (90) days of completion of class.

C. The FTES Unit Formula is as follows:

1. $\text{Total Enrollment} \times \text{Total Class Hours} = \# \text{ of FTES}$
525 Hours of Instruction (this figure represents 1 FTES).

2. $\# \text{ of FTES} \times \text{State's determined FTES value} \times 55\% = \text{County's share of revenue.}$

D. All payments under this Agreement are subject to

verification made by the California Community Colleges and other appropriate State agencies.

E. If Agreement is canceled or terminated on a date other than the last day of the one (1) year contract period (June 30, at Midnight), the amount due County under the above payment provisions shall be prorated, based upon the number of days in the contract period which have passed prior to the termination or cancellation date.

F. In addition to the District required registration fees charged to students, students shall be charged by County directly for the cost of textbooks and materials which students retain in their possession and off-campus facility use.

5. RECORDS AND AUDITS:

A. Educational Records: County and District shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code and Health and Safety Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the District, County's Department of Health Services, and the State Emergency Medical Services Authority, where such inspection and audit does not conflict with the Pupil Record Act of the Education

Code.

B. Financial Records: District and County shall maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect District's and County's provision of services hereunder. All such records shall be retained by District and County for a minimum period of five (5) years following the expiration or termination of this Agreement or longer as otherwise required by law. All such records shall be open to inspection and audit at reasonable times by an authorized representative of District, the State Emergency Medical Services Authority, other authorized State agencies, and of County's Department of Auditor-Controller or Department of Health Services. Any audit of District records conducted by County staff shall include an exit conference with District, if requested by District.

6. REPORTS: District shall make written reports as required by Director, concerning District's activities as they affect the contract duties and purposes contained herein. In no event, however, may Director require such reports unless it has provided District with at least thirty (30) days prior notification

thereof. County shall provide District with a written explanation of the procedures for reporting the required information.

7. INDEMNIFICATION: District shall indemnify, defend, and hold harmless County, County Special Districts, and the elected or appointed officers, employees, and agents of County and its Special Districts from and against any and all liability, errors and omissions, or expense, including but not limited to, defense costs and legal fees, arising from or connected with any claims for damages or worker's compensation benefits resulting from District's operations or its services provided under this Agreement, including without limitation, bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of District's property or any property in the care, custody, or control of District. County as shall indemnify, defend and hold harmless District, its agents, officers, and employees, from and against any and all liability, expense, including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death personal injury, or property damage, arising from or connected with County's acts or omissions hereunder.

8. INSURANCE: Without limiting Districts' indemnification of County and during the term of this Agreement, District shall

provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to County and shall be primary to and not contributing with any other insurance maintained by County. Certificates of other evidence of coverage shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by District to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, products/completed operations, broad form property damage, and personal injury with a combined

single limit of not less than \$1,000,000 (One Million Dollars) per occurrence.

a. If written with an annual aggregate limit, the policy limit should be three (3) times the above required occurrence limit.

b. If written on a claims made form, the District shall be required to provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

2. Liability: A program of Medical malpractice or errors and omissions insurance covering liability arising from any error, omission, or negligent act of District, its officers, or employees, with a limit of liability of at least \$1,000,000 per claim.

If written on a claims made form, District shall continue to name County as an additional insured, as provided herein, for two years following the termination or cancellation of this Agreement or shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

B. Worker's Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability

with a \$1,000,000 limit, covering all persons who provide services for District. (Among others, this insurance shall also cover those students enrolled in classes hereunder who are not employed by public safety agencies). See Paragraph 2.A.6.

9. CONFIDENTIALITY: Both parties shall maintain the confidentiality of all student academic, and other student personal and private records. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law. Each party shall maintain the confidentiality of its records in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Both parties shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provision of this Agreement. Both parties agree to defend and save harmless the other party, its officers, agents, and employees against any and all liability and demands arising out of any disclosures of such records and information by the other party, its officers, agents, and employees.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. District shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County.

Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which District may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against District, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of District may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of District to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any

payments by County to District on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

11. ALTERATION OF TERMS: The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement and formally approved and executed by the parties in the same manner as this contract form.

12. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of the Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by District or have

any direct or indirect financial interest in this Agreement. No officer or subcontractor of District who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

13. LICENSES, PERMITS, CERTIFICATES, AND ACCREDITATION:

Both parties shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditation required by law applicable to its performance of this Agreement, and shall ensure that all their officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditations required by law which was applicable to their performance hereunder.

14. SEVERABILITY: If any provisions of this Agreement are become contrary to State law or regulations or other agencies or decisions of courts of competent jurisdictions, District and County agree to renegotiate these portions without affecting the balance or intent of this Agreement.

15. AUTHORIZATION WARRANTY: District hereby represents and warrants that the person executing this Agreement for District is an authorized agent who has actual authority to bind District to each and every term, condition, and obligation set forth in this

Agreement and that all requirements of District have been fulfilled to provide such actual authority.

16. PRIOR CONTRACT: The parties have heretofore entered into a paramedic training program Agreement, effective July 1, 2003 through June 30, 2008. Training classes beginning on July 1, 2003 and thereafter will be subject to this Agreement.

17. DISTRICT'S OFFICES: District's business offices are located at El Camino Community College District, Purchasing, Contracts & Risk Management Office, 16007 Crenshaw Boulevard, Torrance, California 90506. District shall notify in writing those County representatives listed in the Paragraph 28 hereinbelow of any change in its business address at least ten (10) days prior to the effective date thereof.

18. COUNTY'S OFFICES: County's business offices are located at Los Angeles County, Department of health Services, Emergency Medical Services Agency, 5555 Ferguson Avenue, Suite 220, Commerce, California 90022. County shall notify in writing those District representatives listed in Paragraph 28 hereinbelow of any change in this business address at least ten (10) days prior to the effective date thereof.

19. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated by any provision of this Agreement during any of County's future July 1 through June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this

Agreement in County's budget for each such future fiscal year. If County's Board of Supervisors fails to appropriate funds for any such future Fiscal Year, this Agreement shall be deemed to have terminated on June 30th of the prior Fiscal Year. Director shall notify District in writing of the non-allocation of funds at the earliest possible date.

20. NON-DISCRIMINATION: Neither party shall employ discriminating practices in its herein or student selection processes hereunder, and in this regard shall adhere to all applicable anti-discrimination laws of the State and Federal Government.

21. COMPLIANCE WITH APPLICABLE LAW: District shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. District shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of District or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

22. COMPLIANCE WITH CIVIL RIGHTS LAWS: District hereby assures that it will comply with Subchapter VII of the Civil

Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

23. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should District require additional or replacement personnel after the effective date of this Agreement, District shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet District's minimum qualifications for the open position. For this purpose, consideration shall mean that District will interview qualified candidates. The County will refer GAIN/GROW participants by job category to District.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: District shall notify its employees, and shall

require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

25. DISTRICT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: District hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that District will notify Director within thirty (30) calendar days in writing of: (1) any event that would require District or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against District or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

District shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of District or its staff members from such participation in a Federally funded health care program.

26. SUBCONTRACTING:

A. The requirements of this Agreement may not be subcontracted by District without the advance approval of the County. Any attempt by District to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

If District desires to subcontract, District shall provide the following information promptly at the County's request:

1. A description of the work to be performed by the subcontractor.
2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

C. District shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were District employees.

D. District shall remain fully responsible for all performances required of it under this Agreement, including those that District has determined to subcontract, notwithstanding the County's approval of the District's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any

and all personnel, including subcontractor employees, providing services under this Agreement. District is responsible to notify its subcontractors of this County right.

F. The Director, or his designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

G. District shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. District shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. District shall ensure delivery of all such documents consistent with the provision in the Agreement pertaining to Notices before any subcontractor employee may perform any work hereunder.

27. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

A The performance of District's obligations under the Agreement could require District's receipt of or access to Health Information. Los Angeles County is subject to

Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Los Angeles County to enter into a contract with District, in its role as a "business associate" under the Privacy Regulations, in order to mandate certain protections for the privacy and security of Health Information. The provisions of this Paragraph 27, set forth the obligations of District as a "business associate" under the Privacy Regulations.

B. For purposes of this Paragraph 27, the following definitions apply:

1. "Disclose", "Disclosed" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside District's internal operations or to other than its employees.

2. "Health Information" means information that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past,

present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by District from or on behalf of County, or is created by District, or is made accessible to District by County.

3. "Use" (in both its verb and noun forms) or "Uses" means, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Information with District's internal operations.

C. Permitted Uses and Disclosures of Health

Information:

District:

(1) shall Use and Disclose Health Information as necessary or appropriate to perform those activities as described in this Agreement;

(2) shall Disclose Health Information to County upon request;

(3) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities;

a. Use Health Information; and

b. Disclose Health Information if (1) the Disclosure is required by law, or (2) District obtains reasonable assurance from the person to whom the information is Disclosed that the Health Information will be held confidentially and Used or further Disclosed only as required by law or for the purpose of which it was Disclosed to the person, and the person agrees to notify District of any instances of which the person is aware in which the confidentiality of the Health Information has been breached.

District shall not use or Disclose Health Information for any purpose.

D. Appropriate Safeguards for Health Information.

District warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Paragraph 27.

E. Reporting Non-Permitted Use or Disclosure.

District shall report to County each non-permitted Use or Disclosure that is made by District, its employees, representatives, agents, or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to County's Privacy

Officer within forty-eight(48) hours from the time the District becomes aware of the non-permitted Use or Disclosure, followed by a written report to the Privacy Officer no later than five (5) days from the date the District becomes aware of the non-permitted Use or Disclosure.

F. Availability of Internal Practices, Books and Records to Government Agencies. District agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Secretary of the federal Department of Health and Human Services for purposes for determining County's compliance with the Privacy Regulations.

G. Access to Amendment of Health Information. District shall, to the extent County determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (1) make the Health Information specified by County available to the individual(s) identified by County as being entitled to access and copy that Health Information, and (2) make any amendments to Health Information that are requested by County. District shall provide such access and make such amendments within the time and in the manner specified by County.

H. Accounting of Disclosures of Health Information.

Upon County's request, District shall provide to County an accounting of each Disclosure of Health Information made by District or its employees, agents, representatives or subcontractors. The accounting shall include: (1) the date of the Disclosure; (2) the name, and address if known, of the entity or person who received the Health Information; (3) a brief description of the Health Information disclosed; and (4) a brief statement of the purpose of the Disclosure. For each Disclosure, District shall track the information specified in (1) through (4), above, and shall securely maintain the information for six (6) years from the date of the Disclosure.

I. Term and Termination. In addition to and notwithstanding the termination provision set forth in the Agreement, the Agreement may be terminated immediately upon written notice by County to District if County determines, in its sole discretion, that District has violated any material term of this Paragraph 27. District's obligation under Subparagraphs C through and including L of this Paragraph 27, shall survive the termination or expiration of the Agreement.

J. Disposition of Health Information Upon Termination

or Expiration. Upon termination or expiration of the Agreement, District shall either return or destroy, in County's sole discretion and in accordance with any instructions by County, all Health Information in the possession or control of District or its agents and subcontractors. However, if County determines that neither return nor destruction of Health Information is feasible, District may retain Health Information provided that District (1) continues to comply with the provisions of this Paragraph 27, for as long as it retains Health Information, and (2) further limits Uses and Disclosures of that Health Information to those purposes that make its return or destruction infeasible.

K. No Third Party Beneficiaries. There are no third party beneficiaries to the provisions of this Paragraph 27.

L. Use of Subcontractors and Agents. District shall require each of its agents and subcontractors that received Health Information from District to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 27.

28. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage

prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

To County: Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Acting Director

To County: Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Fl. East
Los Angeles, California 90012

Attention: Acting Division Chief

B. Notices to District shall be addressed as follows:

District: El Camino Community College District
Purchasing, Contracts and Risk
Management Office
16007 Crenshaw Boulevard
Torrance, California 90506

Attention: Director of Purchasing and Business Svs.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and District has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

EL CAMINO COMMUNITY COLLEGE DISTRICT
District

By _____

Printed Name

Title

Dated
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AGREECD2894.CBA
cba:05/27/03